

TRADE

10-19-2000

Docket No.:

22060-25



101491565

... documents or copy thereof.

Tab settings

To the Honorable Commissioner of Patents and Trademark

1. Name of conveying party(ies):

Lennar Corporation

SEP 29

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 7, 2000

2. Name and address of receiving party(ies):

Name: Greystone Homes of Nevada, Inc.

Internal Address:

Street Address: 3765 East Sunset, Suite 9

City: Las Vegas State: NV ZIP: 89120

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  No

(Designations must be a separate document from

Additional name(s) & address(es)  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/577,391    75/577,390    75/564, 904  
 75/566,006    75/495,235    75/576,672  
 75/576,671    75/565,143

Additional numbers

B. Trademark Registration No.(s)

1,908,823

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Heidi Howard Tandy, Ruden McClosky

Internal Address:

Street Address: 200 E. Broward Blvd

City: Fort Lauderdale State: FL ZIP: 33301

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ 240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-2262

DO NOT USE THIS SPACE

10/18/2000 MTHAI1 00000229 75577391

01 FC:481  
02 FC:APP

40.00 DP  
200.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Heidi Howard Tandy

Name of Person Signing

*Heidi Howard Tandy*  
Signature

9/28/00

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

## ASSIGNMENT OF TRADEMARK

**THIS ASSIGNMENT OF TRADEMARK** ("Assignment") is made and entered into effective as of June 7<sup>th</sup> 2000 (the "Effective Date"), by and between Lennar Corporation, a Delaware corporation with its principal place of business at 700 Northwest 107<sup>th</sup> Avenue, Miami, FL 33172 (hereinafter "Assignor"), and Greystone Homes of Nevada, Inc., a Delaware corporation with its principal place of business at 3765 East Sunset, Suite 9, Las Vegas NV 89120 (hereinafter "Assignee").

**WHEREAS**, Assignor is the owner of the trademarks TICKLED, DELIGHTED & HAPPY at Serial No. 75/577,391, TDII (Stylized) at 75/577,390, Z (Stylized) at 75/564,904, ZERO DEFECTS at 75/566,006, EVERYTHING'S INCLUDED at 75/495,235, LENNAR at 75/576,672, Design of a House at 75/576,671, Z VALUES at 75/565,143, Design of a House With a Circle at 1,908,823, and the domain names *kingspoint.com*, *lennar.com*, *lennar.net*, *lennar.org* and *lennar.cc* (individually, the "Mark", and collectively the "Marks");

**WHEREAS**, Assignee wishes to obtain all right and title to each of the Marks;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby warrants and represents that it is the owner of the Marks, and of the applications and registrations therefor, and that it has the right to execute this assignment.
2. Assignor does hereby grant, bargain, sell, transfer and convey unto Assignee all right, title and interest in and to the Marks, including all trademark and service mark rights that have accrued since Assignor first used each Mark on its date of first use, and the right to sue and defend all suits for all past and future infringement of each and all of the Marks.
3. Upon execution of this Assignment, Assignee shall be the exclusive owner of the Marks, including all rights possessed by Assignor to use the Marks in any medium, pursuant to that certain license agreement between Assignee and Assignor dated April 1, 1999.
4. In consideration of the foregoing and in order to effectively enable Assignee, its successors and assigns, to receive and recover and obtain the benefit of the Marks hereby assigned, Assignor does hereby agree to execute, acknowledge and deliver and cause to be done, executed and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it, in order to carry out this Assignment and give effect hereto, it being the intent of Assignor to transfer the Marks to Assignee.
5. This Agreement shall be deemed to have been made in the United States of America, in the State of Florida, and in the County of Miami-Dade, and the provisions and conditions of this Agreement shall be governed by and interpreted in accordance with the substantive and procedural laws of the State of Florida, without regard to conflict of laws provisions. Each party hereby consents to jurisdiction in any court in the County of Miami-Dade.

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6. Assignor warrants and shall defend its right and authority to sell the Marks to the Assignee, its successors and assigns, from the lawful claims and demands of all persons or entities whomsoever. Assignor further warrants that as of the date of this Agreement it has no knowledge of any encumbrances to its claim of ownership of the Marks, any infringement of any of the Marks, or any claims, liens or other demands accruing from Assignor's use, ownership, or application for registration of the Marks in the United States of America or any other country around the world.

7. Assignor hereby indemnifies Assignee against all claims, liens or other demands which arise out of, or accrue from, the breach of any warranty or representation set forth herein. Assignor agrees that upon learning of any infringement by any third party of the Marks, Assignor will advise and notify Assignee of same, including the publication, if applicable, where such infringement was observed.

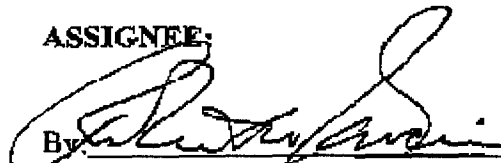
8. This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be the original. Section headings are used herein for identification purposes only and shall not effect the meaning or construction of this Agreement. The renderings of this Agreement are independent of and severable from each other, and no rendering shall be effected or rendered invalid or unenforceable by virtue of the fact that for any reason any other rendering or renderings may be in whole or in part invalid or unenforceable.

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date and year first written above.

ASSIGNOR:

By:   
Lennar Corporation

ASSIGNEE:

By:   
Greystone Homes of Nevada, Inc.

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